



**Cornell University  
ILR School**

**NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements**

Title: **Greater Amsterdam Enlarged City School District and Greater Amsterdam Enlarged City SD Aides Unit, CSEA, AFSCME, AFL-CIO, Locals 1000 & 829 (2005)**

Employer Name: **Greater Amsterdam Enlarged City School District**

Union: **Greater Amsterdam Enlarged City SD Aides Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000 & 829**

Effective Date: **07/01/2004**

Expiration Date: **06/30/2007**

PERB ID Number: **4482**

Unit Size: **83**

Number of Pages: **52**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

---

# **AGREEMENT**

---

by and between the  
**BOARD OF DIRECTORS**

of the  
**GREATER AMSTERDAM ENLARGED  
CITY SCHOOL DISTRICT**

and  
**CSEA, Local 1000 AFSCME,  
AFL-CIO**



Greater Amsterdam Enlarged City SD Aides Unit  
Montgomery County Local 829

**RECEIVED**

JAN 18 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**July 1, 2004 - June 30, 2007**



## TABLE OF CONTENTS

	PAGE
ARTICLE I Recognition.....	1
ARTICLE II Negotiation Procedures.....	2
ARTICLE III Dues Deduction.....	2
ARTICLE IV Working Conditions and Wages and Benefits.....	3
ARTICLE V Grievance Procedure.....	8
ARTICLE VI Term of Agreement.....	12



THIS AGREEMENT entered into this 21<sup>st</sup> day of October 2004 by and between the Board of Education of the Enlarged City School District, hereinafter called the "Board" and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO for the Greater Amsterdam School District Aides Unit of Montgomery County Local 829, hereinafter called the "Association" or "CSEA".

#### WITNESSETH

WHEREAS, it is the desire of the parties herein to continue to work together harmoniously and to promote and maintain relations between the Board and the Association which will serve the best interest of all concerned, and

WHEREAS, the Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Law of 1967, Public Employees Fair Employment Act, commonly known as the Taylor Law), to negotiate with the Association as the representative of designated personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

#### ARTICLE I

#### RECOGNITION

- A. The Board of Education hereby recognizes the Association as the exclusive negotiating agent for a unit consisting of all Aide personnel, other than part-time and probationary employees. Such recognition shall extend in accordance with the provision of the Taylor Law.

The Board agrees not to negotiate with any other organization other than the Association for the duration of the Agreement.

- B. The Association affirms that for itself and on behalf of its members does not assert the right to strike against the School District or to otherwise by concerted activity impede or interfere with the educational or operational process of the District.
- C. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

## ARTICLE II

### NEGOTIATION PROCEDURES

- A. That terms and conditions of employment provided in the Agreement shall remain in effect until altered by mutual agreement in writing between the parties.
- B. On or about February 15<sup>th</sup> of the year in which this Agreement expires, the parties will enter into good faith negotiations over a successor Agreement covering the following school year. If such an Agreement is not concluded in accordance with these impasse dates as provided in the Taylor Law, either party may request the State Public Employment Relations Board to assist the parties to reach agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its voting representatives from within the school district and its consultants and advisors from within or outside the school district. While no final agreement shall be executed without majority ratification by the Association and the Board, the parties mutually pledge that their representatives will be empowered with the necessary authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

## ARTICLE III

### DUES DEDUCTION

- A. The School District agrees to deduct Association dues and other authorized deductions from the salaries of the staff as such employees individually and voluntarily authorize the School District to deduct, and to transmit the monies uniformly and consistently to the Treasurer, CSEA, Inc. 143 Washington Avenue, Albany, NY 12010. The employee's authorization will be in writing on forms provided by the Association.
- B. Effective July 1, 1991, the District shall deduct from the salary of employees in the bargaining unit who are not members of the CSEA, an amount equal to the dues levied by the CSEA and shall transmit the sum as deducted to CSEA in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The CSEA affirms that it has adopted a procedure for refunding of the agency shop fee deductions as required by Section 3 of Chapters 677 and 678 of the Laws of 1977 of New York State. This provision for agency shop fee deduction shall continue in effect only so long as CSEA maintains and administers such refund procedures.

The agency fee deduction shall be made following the same procedures as applicable for dues check off except as otherwise mandated by law. A separate listing identifying all employees for whom agency shop fees are deducted shall accompany the deductions.

The Association hereby agrees that it will at all times hereafter defend, indemnify and save harmless the District against any liability, loss, damage, cost or expense which it may incur or sustain by reason of any action, suit or proceeding which may be brought against the District by any person, firm or corporation that may have been or may claim to have been damaged or injured in any way by reason of the foregoing agency fee provision of this contract.

## ARTICLE IV

### WORKING CONDITIONS AND WAGES AND BENEFITS

A. Aides will be in two (2) categories or groups:

1. General and Media Aides
2. Health Aides

B. Aides shall be provided one full day of personal sick leave for each full month of the school year. Unused sick leave may be accumulated to a maximum of 120 days.

Aides will be entitled to three personal leave days per year. Personal leave is meant to provide time off for employees to attend to business which cannot be attended to outside the normal business hours. Personal leave may not be used for recreation or vacation purposes. Except as may be authorized by the Superintendent, personal leave cannot be taken on the working day before or after a holiday, vacation or recess period. Unused personal days may be accumulated as part of the 120 sick day accumulation.

C. Aides shall not be expected to report to their designated assignments on any day classified by the Superintendent of Schools as a "Storm Day" or emergency day. Such notice to be announced by the local radio station. When school is dismissed early due to weather conditions, Aides shall be dismissed with advance notice uniformly throughout the District after the declared dismissal time, and if school is opened later than the usual time due to weather conditions, Aides shall report to work at least fifteen (15) minutes prior to the time school is scheduled to open. Aides shall be compensated for storm and emergency days.

D. Hours of work will be determined by the Superintendent of Schools, as needed at each individual building. Every attempt will be made not to cut hours during a transition period. The normal work year for Aides will coincide with the teacher work year.



- E. 1. All other qualifications being equal, appointments will be based on seniority. Seniority shall prevail in any reduction in force within those categories under A. of this Article.
- 2. All job vacancies will be posted in each building immediately as they occur throughout the school year. Notification shall also be sent to the Association President as vacancies occur. All job postings and notices to the Association President, as required by this section, shall be completed at least five (5) days prior to the deadline for final applications for any job vacancy.
- F. Pay periods shall be scheduled every two weeks, beginning with established payroll in September.
- G. Overtime payments will be regulated by existing law.
- H. Health Insurance

- 1. A. For indemnity plans the District agrees to pay 75% of the individual, two person or family health insurance monthly premium rates for those eligible employees electing coverage under the District's indemnity plan. The employee agrees to pay the remaining 25% of such coverage.
- B. Effective July 1, 2004, the District agrees to pay 77.5% of the individual, two person or family health insurance monthly premium rates for those eligible employees electing PPO/HMO coverage under the District's plans. The employee shall pay the remaining 22.5% of such coverage.
- C. Effective July 1, 2005, the District agrees to pay 80% of the individual, two person or family health insurance monthly premium rates for those eligible employees electing PPO/HMO coverage under the District's plans. The employee shall pay the remaining 20% of such coverage.
- D. Effective July 1, 2004, the District shall also provide a PPO plan which shall be the PPO plan offered by the Fulmont Health Trust or the equivalent.

Eligible employees hired by the District on or after July 1, 2004 will be offered health insurance under the District's PPO plan or HMO at the appropriate percentage contribution. Effective July 1, 2004, such employees shall not be entitled to health insurance coverage under the indemnity plan.

Effective July 1, 2004, all individuals employed by the District who currently use the PPO or HMO will not be able to opt into the indemnity plan. Instead, such employees must maintain insurance coverage through the HMO or PPO option. Furthermore, for currently employed individuals who move out of the indemnity plan to either the HMO or PPO option, they will not be able to re-enroll in the indemnity plan at any time during their continued employment with the District. Finally, such employees would not be eligible for the indemnity plan in retirement. However, those individuals hired prior to July 1, 2004 who

participate in the health insurance buyout option, or who do not take either insurance or the buyout, may opt into the indemnity plan prior to retirement if they decide not to participate in the health insurance buyout.

If an employee hired prior to July 1, 2004 moves from the indemnity plan to the PPO or HMO option, the District will provide the member a one-time payment as follows:

Individual	- \$1,000
Two Person	- \$1,500
Family	- \$2,000

\*For purposes of identification, the current plan is Blue Cross/Blue Shield of Utica-Watertown, of the Fulmont Health Plan.

2. The District will adopt and implement an IRC 125 Plan for the purpose of allowing employees to make the premium contributions set forth herein with pre-taxable income.
3. The District will provide an HMO insurance option to the members of the bargaining unit under the eligibility terms outlined in section one.

The rules and regulations pertaining to the indemnification health insurance plan and the HMO option shall control with regard to the District's obligation to offer any such option by this collective bargaining agreement.

Finally, if the premiums applicable to the HMO option exceed the premiums applicable to the standard indemnification insurance, the District will only be obligated to contribute a dollar amount towards the HMO premiums up to the dollar amount it contributes to the standard indemnification premiums under its obligations concerning same.

The parties agree to create a labor management committee, composed of up to three (3) representatives, one (1) from each CSEA Unit and up to three (3) representatives from the District to review potential changes or revisions to the health insurance plans or policies provided to the employees in the District. The parties recognize that any plan revisions or changes which result in savings or reductions in the proposed increases to premiums will be beneficial to both the District and to the unit members. To that end, the parties will create a labor management committee to discuss, review and consider such options. Any changes agreed to or recommended by the labor management committee shall be subject to ratification by CSEA and approved by the District Board of Education.

4. Health Insurance Buy Out

- A. Any eligible member of the bargaining unit may elect to receive a "cash benefit" instead of the health insurance coverage provided for in this Article. The member must elect the cash benefit in writing, which writing must be submitted to the Superintendent on or before May 15<sup>th</sup> of each school year for the election to be effective July 1 of the subsequent school year. Bargaining unit members appointed on or after July 1 must make the election no later than September 1. No election of the cash benefit will be valid unless accompanied by proof of non-District health insurance coverage.
- B. The amount of "cash benefit" to be paid by the District to bargaining unit members who elect the health insurance buyout benefit shall be frozen at the 2002-2003 rates for employees hired prior to July 1, 2004. For employees hired by the District on or after July 1, 2004, the health insurance buy-out payments be set at:

Individual	- \$ 800
Two Person	- \$1,600
Family	- \$2,000

The cash benefit shall be paid by the District in two equal lump sum payments, one payment on or before December 1<sup>st</sup> of each school year and the second payment on or before June 30<sup>th</sup>.

- C. Members of the bargaining unit who are married and whose spouse also works for the District shall be eligible for only one two-person plan, two individual plans, or family health insurance plan as appropriate to their family situation. Employees who are married to other employees shall be ineligible for this cash benefit option.
- D. Any bargaining unit member who has received a cash benefit payment from the District in lieu of health insurance coverage and who leaves the employment of the District prior to June 30<sup>th</sup>, shall have a pro-rated portion of such cash benefit deducted from his/her paycheck.
- E. Any bargaining unit member who has elected the cash benefit in accordance with this provision may be reinstated into the District plan during the school year in which he/she has elected the cash benefit, provided that he/she makes a written request for coverage under the District health insurance plan to the Superintendent. The approval of request for coverage shall be governed by the rules, regulations and procedures of the insurance carrier. Any member who has received a cash benefit and who is reinstated under the District health insurance plan prior to June 30<sup>th</sup>, shall have a pro-rated portion of such cash benefit deducted from his/her first paycheck following reinstatement.

- F. The District will only be obligated to offer the cash benefit on a yearly basis if the implementation of the health insurance buy-out does not result in any increased costs to the District; rather, the District must either realize a savings from the implementation of the buy-out or at least break even with the buy-out.

5. Actual pay rates for 2004-05 through 2006-07 are as follows:

<u>AIDES</u>	<u>2004-2005</u>	<u>HEALTH AIDES</u>	<u>2004-2005</u>
0-5 years	\$ 8.86	0-5 year	\$ 9.51
6-10 years	\$ 9.02	6-10 years	\$ 9.67
11-15 years	\$ 9.68	11-15 years	\$10.29
16-20 years	\$10.23	16-20 years	\$10.88
21+ years	\$10.44	21+ years	\$11.09

<u>AIDES</u>	<u>2005-2006</u>	<u>HEALTH AIDES</u>	<u>2005-2006</u>
0-5 years	\$ 9.22	0-5 years	\$ 9.89
6-10 years	\$ 9.38	6-10 years	\$10.06
11-15 years	\$10.07	11-15 years	\$10.70
16-20 years	\$10.64	16-20 years	\$11.31
21+ years	\$10.86	21+ years	\$11.53

<u>AIDES</u>	<u>2006-2007</u>	<u>HEALTH AIDES</u>	<u>2006-2007</u>
0-5 years	\$ 9.58	0-5 years	\$10.28
6-10 years	\$ 9.75	6-10 years	\$10.46
11-15 years	\$10.47	11-15 years	\$11.12
16-20 years	\$11.07	16-20 years	\$11.77
21+ years	\$11.29	21+ years	\$11.99

This pay schedule reflects a 4% increase for each year. Moreover, for Aides who have worked for the District between 11 and 15 years of service and between 16 and 20 years of service, the longevity payment is increased by \$.10 over and above its current level; for Aides who have worked for the District for 21 or more years, the longevity payment is increased by \$.20 over and above the existing wage for Aides working 15+ years in the District.

- I. Special categorical Aides: If funding comes from special projects, the wages and some working conditions may be modified by the term of the special project.

- J. Aides will be paid for six (6) holidays:

Columbus Day	Christmas Day
Veterans' Day	Martin Luther King, Jr. Day
Thanksgiving Day	Memorial Day

- K. Reasonable effort will be made by the District to notify employees of changes in building assignment by July 15<sup>th</sup> of each year.

- L. The District will participate in the State Retirement Plan 75g, effective July 1, 1983. Effective July 1, 1991, the District will participate in the New York State Retirement Plan 75i for all eligible employees covered hereunder. Any bargaining unit member who has been employed by the District for ten (10) years or more and retires from the District in accordance with the requirements of the New York State Employees' Retirement System, shall be eligible to participate in the District offered health insurance plan, subject to the same premium contributions in effect at the time of retirement, subject to the following restrictions: any bargaining unit member who provides the Superintendent with a written resignation for retirement purposes at least ninety (90) days prior to the effective date of retirement, shall receive credit for his/her accumulated sick leave at his/her daily rate of pay. Such amount shall be applied to the employee's health insurance contribution in retirement.
- M. If explicitly reported, absence of personnel due to the death of a wife, husband, parent, parent-in-law, child, brother, sister, sister-in-law, brother-in-law, grandchild, grandparent, stepfather, stepmother or stepchild, shall be permitted without loss of pay or deduction from sick leave or personal days. Such absence shall not exceed five (5) calendar days from the date of death for each occurrence, including, but not limited to, weekends, snow days, vacation days, personal days, emergency days, or any day when the employee is not expected to report for work. The Superintendent of Schools may grant additional days for death in the immediate family at his/her discretion and upon written request.
- N. A listing of the hours of work by location shall be maintained by the District and fifteen copies thereof sent to the Unit President.
- O. Jury Duty – Employees shall be released as required, with no loss of pay, when called to jury duty. The employee shall reimburse the District for any fees received as a juror. If the employee is released from jury duty during work hours, the employee shall return to duty. Reasonable effort shall be made by the employee to seek postponement of jury service to a non-work period (Summer).
- P. Employee Assistance Plan – The District shall provide for an Employee Assistance Plan (EAP), to be available for bargaining unit members. The EAP shall be fully funded by the District and will be selected by a joint labor and management committee representing both members of the Association and also representatives from the other collective bargaining units within the District, as well as management representatives.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Definition

As used in this Article, the following terms shall have the meaning set forth below.

1. An employee shall mean any of the School District employees covered hereunder.

2. Grievance shall mean any grievance that is defined in Section 602 of the General Municipal Law. Grievance shall mean any claimed violation, misrepresentation or inequitable application of the existing laws, rules, procedures, regulations administrative orders or work rules of a government or a department or agency thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any rule or regulation having the force and effect of law.
3. The term, "aggrieved employee", shall mean any employee complaining of a grievance.

#### B. Grievance Proceedings

1. Stage 1. An aggrieved employee may present his grievance to his immediate supervisor and/or Unit Administrator. Discussion and resolution of grievances at this stage shall be on an oral and informal basis. Any person to whom a grievance is referred shall consider such grievance within fifteen (15) days after hearing grievance. In the event the person who would hear the grievance is on vacation, absent or otherwise unavailable, his assistant may hear the grievance, if he has an assistant. Otherwise, the grievance shall be heard within the fifteen (15) days after the return to active service of such person.

##### Time Limits

- a. Stage 1. A Stage 1 grievance must be filed within ten (10) business days after the aggrieved party knew, or should have known, of the events or conditions upon which the grievance is based.
  - b. An aggrieved employee shall have five (5) business days from the day he/she received the decision of the preceding state to file or continue the grievance to the next stage: e.g., aggrieved employee has five (5) days from his/her receipt of the immediate supervisor's decision at Stage One to request reconsideration by the Director of Staff Personnel under Stage Two.
2. Stage 2. If an employee is of the opinion that his grievance has not been satisfactorily resolved under 1. Stage 1. proceedings, he/she may apply to the Director of Staff Personnel for a reconsideration of his/her grievance. The aggrieved employee and the person to whom he/she presented his grievance in Stage 1. shall each separately submit a written statement setting forth the grievance and the facts relating thereto. A hearing shall be held by the Director of Staff Personnel if the aggrieved employee so requests.

The aggrieved employee may appear at such hearing with a representative. The Director of Staff Personnel shall, within a reasonably prompt time, set a date for such hearing and within thirty (30) days after such hearing or after the receipt of the Notice of Grievance, if the hearing is not requested, render his/her decision. If the Director of Staff Personnel deems it necessary, he shall prescribe rules for the conducting of a hearing on a grievance.

3. Stage 3. Superintendent's Formal Review

The Director of Staff Personnel will furnish the Superintendent of Schools or his/her designee with a written resume of the proceedings of Stage 2, indicating its decision and his/her specific grievance and the reason supporting his/her decision. The Superintendent of Schools or his/her designee will study the grievance presented. This may involve conferences with the employee's representative. Following the study, the Superintendent of Schools or his/her designee will render his/her decision to the employee, no later than ten (10) school days following written receipt of said grievance as outlined in Stage 2.

4. Stage 4. Final and Binding Arbitration

If the grievance is not resolved at Stage 3, CSEA may within five (5) working days after receiving the decision at Stage 3, submit the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association ("AAA"). A copy of such request shall be forwarded to the Superintendent of Schools.

- a. Upon receipt of the names of the proposed arbitrators, the parties shall strike names from the list in accordance with the selection procedures of AAA.
- b. The arbitrator's decision will be in writing and will set forth their findings, reasonings and conclusions on the issues submitted and shall be final and binding on both parties. The arbitrator will be without power or authority to make a decision which requires the commission of an act prohibited by law of which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement. The arbitrator's jurisdiction shall be limited to those issues submitted pursuant to the pre-arbitration grievance procedures set forth herein.
- c. The cost of the service of the arbitrator shall be borne equally by the School Board and CSEA. The party requesting the stenographic record shall pay the cost thereof.
- d. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

**C. General**

1. None of the foregoing is to be construed to imply that the employee gives up any rights as defined in the Consolidated Education Law, Civil Service Law, New York State Employees' Retirement law or Regulations of the Commissioner of Education.

It is recommended, however, that all stages of these grievance procedures be used prior to the filing of any Civil or Criminal proceedings.

2. Employees who are designated or elected for the purpose of adjusting grievances shall be permitted a reasonable amount of time without loss of pay to meet and confer with District officials on problems arising in the interpretation of the provisions of this Agreement.
3. All employees shall be formally evaluated by a District Administrator, Department Chairperson or Supervisor, on an annual basis. Each employee shall be provided an opportunity to review and respond in writing to each formal written evaluation and any such response from the employee shall be attached to the evaluation and included in the employee's personnel file.

- D. All employees covered by this Agreement shall be entitled to the rights provided under Section 75 of the Civil Service Law after one year of continuous employment with the District.



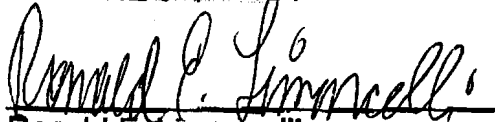
## ARTICLE VI

### TERM OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2004 to June 30, 2007. Except as is otherwise specifically provided in Article II, Paragraph B, this Agreement will continue in effect from year to year after June 30, 2007, unless the Board is notified by the Association of its desire to terminate, amend or modify such Agreement by the February 15 preceding the expiration date.

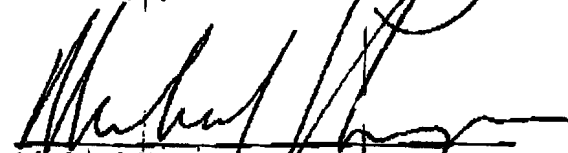
Executed at Amsterdam, New York this 21<sup>st</sup> day of October 2004

FOR THE DISTRICT

  
Ronald E. Limoncelli  
Superintendent of Schools

FOR THE ASSOCIATION

  
Mary Beth Schmidt, President  
Aides Unit, CSEA

  
Michael Campon  
Association Negotiator

---

# AGREEMENT

---

by and between the  
SUPERINTENDENT OF SCHOOLS

of the  
GALWAY CENTRAL  
SCHOOL DISTRICT

and  
CSEA, Local 1000 AFSCME,  
AFL-CIO



**RECEIVED**

DEC 06 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

Galway CSD Unit #8454  
Saratoga County Educational Local 864

**July 1, 2005 - June 30, 2009**



# INDEX

ARTICLE		PAGE
	INDEX.....	1
	POSITIONS.....	2
	PREAMBLE.....	3
	RECOGNITION.....	3
II	DEFINITIONS.....	4
III	SAVINGS CLAUSE.....	4
IV	DUES DEDUCTIONS.....	4-5
V	REMUNERATION.....	5-7
VI	EMPLOYER, ASSOCIATION AND EMPLOYEE RIGHTS.....	7-8
VII	INSURANCES.....	8-11
VIII	NON-CONTRIBUTORY IMPROVED "20 YEAR CAREER" PLAN...	12
IX	PAID HOLIDAYS.....	12
X	WORK YEAR.....	12
XI	SICK LEAVE.....	13-14
XII	PERSONAL BUSINESS LEAVE.....	14
XIII	PARENTAL LEAVE.....	15
XIV	FAMILY LEAVE/BEREAVEMENT.....	15
XV	JURY DUTY.....	16
XVI	ASSOCIATION LEAVE.....	16
XVII	LIMITATIONS ON LEAVE.....	16
XVIII	VACATION.....	16-17
XIX	DEDUCTIONS FOR ABSENCES.....	17
XX	MEDICAL EXAMINATIONS AND FLU SHOTS.....	18
XXI	PROMOTIONS AND VACANCIES.....	18-19
XXII	GRIEVANCES.....	19
XXIII	BENEFITS OF GUARANTEE.....	19
XXIV	SENIORITY FOR BUS DRIVERS & DOWN-TIME-ACTIVITY RUNS	19-20
XXV	LONGEVITY SCHEDULE.....	20
XXVI	PERSONNEL TRAINING.....	20-21
XXVII	LAYOFF AND RECALL.....	21
XXVIII	UNIFORMS.....	21-22
XXIX	DISCIPLINE AND/OR DISCHARGE.....	22
XXX	DURATION.....	22-23
XXXI	LEGISLATIVE ACTION.....	23
	SIGNATURE PAGE.....	24
	APPENDIX "A" / SALARY SCHEDULES.....	
	APPENDIX "B" / GRIEVANCE PROCEDURE.....	
	APPENDIX "C" / HEALTH INSURANCE PLANS.....	

POSITIONS	LEVEL
ACCOUNT CLERK TYPIST	IA
ASSISTANT GROUNDSKEEPER	IA
AUTO REPAIRER	IA
BUILDING MAINTENANCE MECHANIC	IA
BUILDING MAINTENANCE SUPERVISOR	IA
BUILDING MECHANIC HELPER	IA
CLEANER FULL TIME	IA
CUSTODIAN 2 <sup>ND</sup> SHIFT	IA
CUSTODIAN 3 <sup>RD</sup> SHIFT	IA
GROUNDSKEEPER	IA
HEAD CUSTODIAN	IA
INFORMATION PROCESSING SPECIALIST 1-12 MO.	IA
NURSE – 11 MONTH (NO VACATION BENEFIT)	IA
SECRETARY/SENIOR TYPIST – 12 MONTH	IA
SENIOR ACCOUNT CLERK TYPIST – 12 MONTH	IA
SENIOR AUTO MECHANIC	IA
TYPIST - 12 MONTH	IA
INFORMATION PROCESSING SPECIALIST 10 MO. + 20 DAYS	IAA
SECRETARY/SENIOR TYPIST – 10 MONTH + 20 DAYS	IAA
SENIOR ACCOUNT CLERK TYPIST – 10 MONTH + 20 DAYS	IAA
STENOGRAPHER	IAA
TYPIST - 10 MONTH + 20 DAYS	IAA
BUS DRIVER	IB
COOK	IB
FOOD SERVICE HELPER	IB
NURSE – 10 MONTH + 20 DAYS	IB
PAYROLL	IB
ASSISTANT FOOD SERVICE HELPER	II
BUS MONITOR	II
CLEANER PART TIME	II
GARAGE HELPER	II
TEACHER AIDE	II

THIS AGREEMENT made this 1<sup>st</sup> day of July, 2005 between the Superintendent of Schools of the Galway Central School District and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Galway Central School District Unit of the CSEA Saratoga Education Local 864.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

### **PREAMBLE**

The non-instructional personnel of the Galway Central School District are an important part of the education program. Upon their shoulders rests the responsibility for bringing the children to school; providing the children with nutritional, well-balanced meals and taking care of the business and operational aspects of the school complex. The relationship between the Board of Education and the Galway Central School District Unit of the Civil Service Employees Association has always been congenial. We would like to continue this effective and harmonious relationship. This 2005-2009 Agreement between the School District of Galway and the CSEA is evidence of our mutual respect and trust.

### **ARTICLE I** **RECOGNITION**

Section 1. The School District recognizes CSEA, Inc., for the purposes of collective negotiations, pursuant to the non-instructional personnel of the School District as defined in procedures concerning recognition as heretofore adopted by the Board of Education of said District. Excluded from this unit are management/confidential employees and elected and/or appointed officials. Identified excluded titles include School Lunch Manager, Personnel Clerk, Secretary to the Superintendent, and the School District Treasurer.

Section 2. The Association affirms that it does not and will not assert the right to strike against the School District, to assist or participate in such a strike, and shall not cause, instigate, encourage or condone any strike, slow down or other concerted action for the term of this Agreement.

Section 3. All actions of the Board and the Association shall be governed by the provisions of the Education Law of the State of New York and other applicable statutes of the State of New York and the laws of the Federal Government.

## **ARTICLE II**

### **DEFINITIONS**

As used in the Agreement, the following terms shall have the respective meanings set forth below:

1. "School District" or "District" means the Galway Central School District, Galway, New York.
2. "Board of Education" or "Board" means the Board of Education of the School District.
3. "Association" means the Civil Service Employees Association, Inc.
4. "School Year" means the period commencing on the 1<sup>st</sup> day of July in each year and ending the 30<sup>th</sup> day of June next.
5. "Level IA" means an employee who is employed for eleven (11) or twelve (12) months (260 days per year) and works at least seven and one-half (7 ½) hours per day.
6. "Level IAA" means an employee who is employed for 10-months (200 days) and works seven and one-half (7 ½) hours per day.
7. "Level IB" means an employee who is employed ten (10) months (193 days) and works four (4) or more hours per day.
8. "Level II" means an employee in the bargaining unit who is paid an hourly wage only based upon actual hours of work performed. These employees' wages are based on 185 days.

## **ARTICLE III**

### **SAVINGS CLAUSE**

If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or Local Law; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of this Agreement or any additions thereto shall not be affected.

## **ARTICLE IV**

### **DUES DEDUCTIONS**

Section 1. The District shall deduct from the wages of the employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized CSEA Insurance deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deduction. The Employer agrees to deduct and remit such monies exclusively for the Association, as the recognized exclusive bargaining agent for the employees in this Unit.

**Section 2.** The District shall deduct from the wages or salary of employees in the bargaining unit who are not members of CSEA, an amount equal to the dues levied by CSEA and shall remit the sum so deducted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. The deduction will be made as a pro-rated share of the annual dues applied to each pay period. Employees working the entire school year will pay the entire dues levy while employees beginning work after the school year begins or leaving before the year concludes will pay an appropriate pro-rated amount.

## **ARTICLE V** **REMUNERATION**

**Section 1.** Members of the Association shall be reimbursed for the services rendered to the District in any school year in accordance with the hiring schedule affixed hereto and designated as "Appendix A", and made a part hereof. All unit members will receive increases as follows:

Effective July 1, 2005	3.5%
Effective July 1, 2006	3.5%
Effective July 1, 2007	3.5%
Effective July 1, 2008	3.5%

**Section 2.** In administering the salary schedule:

A. **New Employees:** The District shall have the right to place newly hired employees at any salary within the starting range in effect at the time of hire. In the event a newly hired employee is given a salary that is higher than other current employees in the same job title, any affected current employees with more than one year of District service shall have their salary increased by 1% (one percent) above the newly hired employee in the same job title and any affected employee with less than one year of service shall have their salary increased to the same as the newly hired employee in the same job title.

B. **Present Employees:**

1) On July 1 of each year, all employees who have worked more than 2/3 of the previous school year, will be placed on the next step of the salary schedule, and will receive the salary for that step. Employees who are promoted and/or change job titles and work more than 2/3 of the school year in the new title will be placed on the next step of the appropriate salary schedule on July 1 provided their total service in the prior school year exceeds 2/3 of the year.

2) **Service Credit:** Employees who transfer from part time to full time service upon appointment or promotion within their department shall be given a fifty (50%) prorated service credit, for step placement on the salary schedule. If an employee moves from one department to another, placement on the salary schedule will be discussed through labor/management agreement. This provision excludes teacher aides.



C. Staff members will be expected to attend professional development programs for the hours regularly worked in a normal school day. If invited to attend beyond the normal workday, the staff members who voluntarily agree to attend will be compensated for extra time up to an 8 hour day at a straight time rate. If the district mandates attendance beyond regular hours the additional time will be paid at time and one-half rate.

D. All overtime shall be assigned on a rotating seniority basis among employees in the same job classification except where the Superintendent or his/her designee determines that circumstances require that a particular employee be assigned the overtime without regard to seniority. Employees shall be first requested to work overtime on the basis of a rotating voluntary seniority roster which shall initially be created in descending order from most senior to least senior. If no employee volunteers, then employees shall be assigned to work overtime on the basis of a rotating mandatory seniority roster which shall initially be created in descending order from least senior to most senior. An employee who is mandated to work an overtime assignment made outside the regular seniority rotation will be placed at the bottom of the seniority lists upon completion of such assignment. If an employee has more than two (2) incidents of personal or family sick time in a week that they volunteer for overtime, then they will be requested to work forty (40) hours in a week to qualify for overtime for the remainder of the school year. Overtime is regulated by the Fair Labor Standards Act. Overtime occurs when an employee works beyond 40 hours in any one week. Vacation and holidays are to be considered time worked for the purposes of computing overtime.

E. In case of emergency, an employee who is called by an administrator or a supervisor to work during non-working hours or on non-working days will receive a minimum of two (2) hours pay at one and one-half times ( $1\frac{1}{2}$ ) their regular hourly rate, except that for call-ins other than for snow removal, the Building Maintenance Mechanic, Head Custodian and the Senior Automotive Mechanic shall receive a minimum of three (3) hours at a rate of time and one-half.

F. Where, during a recess or vacation period, the District changes a custodian from the second shift to the day shift, should that person be assigned to an evening activity during that period of time, all hours beyond the regular 8-hour shift will be paid at an overtime rate.

G. The District shall provide for Credit Union deductions, at the employee's request, as a direct deposit.

H. A five (5%) percent salary differential will be paid to 3<sup>rd</sup> shift Custodians beginning July 1, 1990 as is included in the Salary Schedule. It is agreed that third shift cleaners will receive their differential pay throughout the year regardless of what shift they are assigned to during the vacations and summer. For purposes of this agreement, a third shift cleaner is any cleaner who spends more than 50% of his/her annual time in a third shift assignment. Third shift is defined as any regular shift beginning on or after 11:00 p.m.

I. Any employee who is required to work on a day that the District has closed the facilities shall be compensated with compensatory time equal to the time worked.

J. The District will reimburse to employees in the nursing positions for the costs of their license, CPR/First aid certification, and two (2) required workshops per year. The employee will be reimbursed upon receipt to the District for each of these costs.

## **ARTICLE VI**

### **EMPLOYER, ASSOCIATION AND EMPLOYEE RIGHTS**

Section 1. The District recognizes the right of employees to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of the contract during working hours as required for business purposes in accordance with school board's policy, "Rules and Regulations for the Maintenance of Public Order". Such employee representative shall also be permitted to appear at public hearings upon the request of the employee.

Section 2. The District and the Association shall so administer their obligations under this contract in a manner which will be fair and impartial to all persons and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Section 3. The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District subject to the approval of the contents of such notices and communications by the District.

Section 4. Local Union business will not usually be conducted during regular hours of employment. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time from their regular duties to fulfill these obligations. It shall be understood that these obligations have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employee and the uninterrupted operation of the school district subject to the approval of the department head or his/her assistant, in his/her absence.

Section 5. All Civil Service Employees of the Galway Central School District will be appointed upon recommendation of the chief school administrator in accordance with the regulations of the Saratoga County Civil Service Commission.

Section 6. A Labor/Management Committee shall be established to include the Unit President and Superintendent of School. The Unit President may be accompanied by another Unit member provided that member need not be released from work time to attend the meeting. If it is necessary to meet during such employees work time, up to one hour of the meeting may be charged to union business days.

Section 7. When the Board makes an appointment of more than one employee to the same title at their meeting, that employee who had previously worked the longest for the District on a temporary or substitute basis shall have seniority over other employee(s) hired that same day.

## **ARTICLE VII** **INSURANCES**

Section 1. The District shall assume the cost of health and prescription insurance as provided for in Sections 2 and 3 of this article for eligible members of the unit and their dependents. The District shall pay a percentage of the cost of health insurance as offered by Blue Cross Matrix Plan of Northeastern New York for all members of the unit and their eligible dependents that were in the Matrix Plan prior to July 1, 2005. Description of benefits can be found in Appendix C. The District also agrees to offer a health maintenance organization (HMO) plan to members of the bargaining unit. Individual employees shall have the option of enrolling in the HMO.

Section 2. The District will contribute the following percentage of the cost of the Blue Cross Matrix Plan and HMO plans (attached in Appendix C) as follows:

Year 2005-2006	89%
Year 2006-2007	89%
Year 2007-2008	89%
Year 2008-2009	89%

An employee's 11% contribution shall be no more than \$1,000 for individual coverage and no more than \$2,000 for two-person or family coverage. If, during the terms of this agreement (July 1, 2005 through June 30, 2009), the BCBS Matrix premiums increase 15% or more in two consecutive years, the cap on the employees' contributions in the following year will increase to \$1,200 for individual coverage and \$2,500 for two-person or family coverage. This increase can only occur one time during this agreement.

Eligibility for the above is as follows:

Level IA	Individual, Two person, and Family
Level IAA	Individual, Two person, and Family
Level IB	Individual (Have option of purchasing Two Person and Family)
Level II	Not eligible for District paid health insurance. (refer to section 8 of this article)

**Section 3.** Further, the CSEA agrees to allow the Galway Central School District to change the primary insurance carrier from Empire Blue Cross/Blue Shield to an equivalent carrier which will provide a plan substantially equivalent to the one in place during the 1995-96 school year. The District agrees that such change in the primary insurance carrier will not take place unless the teacher bargaining unit (GTA) has also agreed to such a change in the primary insurance carrier.

**Section 4.** The District has implemented a Disability coverage plan for all bargaining personnel. If an employee is absent because of sickness or injury received off the job, the regulations of the New York State Disability Laws will prevail. Any personal sick leave available to the employees shall be charged until depleted. If sick leave is not available, disability insurance award is made directly to the employee. If a disability insurance award is made to the district, the employee shall be credited with sick leave prorated on the amount of the award. All payments by the school district shall cease when the services of the employee are terminated by the Board of Education.

**Section 5.** Effective July 1, 1991, the District shall implement the CSEA Vision Care Plan at the guaranteed rate for the contract duration. Level IA employees shall be covered for individual and family plan. Level II employees shall be covered by the individual plan only and may purchase CSEA E.B.F. family coverage through payroll deduction at their own expense. Eligible employees who opt into the Insurance Buyout and wish to continue receiving Vision Care benefits will pay fifty (50%) percent of the annual premium and the Galway Central School District will pay fifty (50%) percent of the annual premium according to the benefit they receive under the contract.

**Section 6.** Effective July 1, 1992, the District shall implement a Dental Plan for Level IA employees. The maximum District premium contribution shall be \$536 per year for coverage under the E.B.F. plan. Ineligible employees may purchase CSEA E.B.F. coverage through payroll deduction at their own expense. Eligible employees who opt into the Insurance Buyout and wish to continue receiving Dental Care benefits will pay fifty (50%) percent of the annual premium and the Galway Central School District will pay fifty (50%) percent of the annual premium according to the benefit they receive under the contract.

**Section 7.** Effective July 1, 2005, the District will implement an IRC Section 125 full Flexible Spending Plan (cafeteria plan). The plan administrator will be identified by the District. Participation in the plan is voluntary. Members will notify the District no later than June 30<sup>th</sup> of the current year of their intent to participate. Employees who opt into the Insurance Buyout and wish to continue receiving either dental, vision or both for either themselves or their families, shall have the option of having said premiums deducted from their gross pay (prior to taxes) as described under the 125 Plan. Level II employees will receive the following annual compensation in lieu of health insurance:

\$700 if your family health insurance is single or two person  
\$1,000 if your health insurance is family coverage  
\$1,000 if you have no health insurance

This money will go into the Section 125 Flexible Spending Plan to be used specifically for medical/health costs.

#### **Section 8. Insurance Buyout**

Effective with the date of the contract implementation, a unit member who elects not to take the health insurance coverage offered by the District shall receive \$1,500 per year for individual coverage, \$2,250 for two-person coverage and \$3,000 for family coverage. Fifty percent (50%) of this amount will be payable to the unit member no later than November 30<sup>th</sup> of the school year and remaining fifty percent (50%) will be payable no later than the first payroll in June of the current year. Members must notify the District no later than June 30<sup>th</sup> of the current year whether they will opt out for the following school year. The Declination of Health Insurance form to be signed by the unit member is included at the end of the contract.

- 1) A Unit member who elects not to take the health insurance coverage must show proof that they are covered under a health insurance plan elsewhere.
- 2) Said election shall be irrevocable for the duration of the school year except that re-entry to the health insurance plan shall be permitted under the following conditions:
  - Circumstances of the unit member change which necessitates their re-entry into the health insurance plan.
  - The amount paid by the District as the incentive to decline health related insurance coverage during that school year shall be repaid to the District on a pro-rated basis prior to re-entry. Any re-entry must conform to the regulations of the District's health insurance plan.
- 3) Employees who meet the criteria set forth under Section 8 for the Insurance Buyout will not have to provide proof of dental or vision insurance to be eligible for said buyout. The decision whether or not to continue vision or dental benefits with the Galway Central School District solely rests with the employee.

#### **Section 9. Insurance Benefits for Retirees**

Bargaining unit members who are fully eligible to retire pursuant to the requirements of the Employees Retirement System (ERS) and who have at least fifteen continuous years of service to the District immediately prior to their retirement, shall have a part of their health insurance premiums paid by the District according to the following guidelines:

- 1) They must be a Level IA, Level IAA, or level 1B employee for the fifteen years prior to retirement.

- 2) The District will pay 50% of the cost of an individual plan to a retiree requesting insurance. If the retiree is participating in a two-person or family plan, this amount of money will be applied towards that plan.
- 3) If the retiree is participating in a two-person or family plan, the District will pay an additional 35% of the premium that exceeds the individual premium rate until the death of the employee. At that time the District contribution ceases and the spouse may elect to continue participation by paying 100% of the premium.
- 4) Employees who retire with accumulated unused sick leave may convert those days to reduce their share of the health insurance premium in retirement by an additional 0.08 percent of the individual premium rate for each unused sick day up to a maximum of 250 days.

(For example: An employee with the maximum of 250 days accumulated would acquire an additional twenty percent (20%) of the individual rate to be applied toward whichever type of coverage the retiree has requested.)

Section 4 applies only until the retiree reaches the age where Medicare coverage begins.

- 5) This section (Article VII, Section 8) applies effective July 1, 2000 and is not retroactive to employees who retire prior to this date.
- 6) For the purposes of this agreement, fully eligible is defined as meeting the age requirements for retirement according to the ERS.

**Section 10. Absence under Worker's Compensation**

Employees covered hereunder who are injured at school in the course of their employment and thus entitled to Worker's Compensation payments shall be compensated in the following manner:

Any payment received, as Worker's Compensation benefits for absence for which the employee also receives full sick leave pay will be returned to the District so long as the employee receives full salary. In the event the employee has no accumulated sufficient sick leave, the employee shall be entitled to retain any Worker's Compensation benefits for any period for which sick leave pay is not paid or payable. An employee shall be refunded sick days at a rate equal to the daily rate of pay in effect at the time of injury. The number of sick days credited shall be equal to the dollar amount of the insurance compensation received by the District divided by the daily rate of pay in effect at the time the sick days were used by the employee.

**Section 11.** Any employees who are not eligible for health insurance may purchase insurance through a District plan by paying the full amount of the selected insurances.

**ARTICLE VIII**  
**NON-CONTRIBUTORY IMPROVED "20 YEAR CAREER" PLAN**

Section 1. The Board of Education of the Galway Central School agrees to provide Tier I, Tier II, Tier III or Tier IV retirement plans for continuing employees presently enrolled in one of these options. New hires will be placed into the Tier IV plan, or any new plans that may be required by future legislative change.

Section 2. The effective date of the adoption of the Non-Contributory Improved "20 Year Career" Plan shall be the first day of July, 1971.

**ARTICLE IX**  
**PAID HOLIDAYS**

Section 1. All Level IA employees will receive the following paid holidays unless the holiday falls on a day when school is in session or on a weekend:

If the holiday falls on a Saturday, the prior Friday will be given as a day off; if the holiday falls on a Sunday, the following Monday will be given as a day off. This will hold true unless otherwise agreed upon by the Level IA employees.

New Year's Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Labor Day	Christmas Day
Martin Luther King Day	Floating Holiday

Section 2. All Level IAA and Level IB employees are entitled to all of the above paid holidays except the Floating Holiday.

**ARTICLE X**  
**WORK YEAR**

For all Level IA employees, the school year is from July 1 through June 30. A calendar for the coming year will be planned by the Administration in cooperation with the BOCES and other nearby schools. The calendar for the coming year will be prepared and distributed prior to July 1.

## **ARTICLE XI** **SICK LEAVE**

**Section 1.** All Level IA employees will be permitted fifteen (15) days absence for sick leave in any one school year and will receive full pay during such absence for personal illness and/or quarantine.

**Section 2.** All Level IAA employees will be permitted twelve (12) days absence for sick leave in any one school year and will receive full pay during such absence for personal illness or quarantine.

**Section 3.** All Level IB employees will be permitted eight (8) days absence for sick leave in any one school year and will receive full pay during such absence for personal illness or quarantine. Any bus driver who works more than the basic four and one-half hour (4.5) per day assignment shall receive twelve (12) sick days per year, accruable as per the terms and conditions of this agreement.

**Section 4.** All Level II employees will be permitted five (5) days for each year for use as personal sick time. All unused leave time will be accumulated and applied to personal sick leave credits. (Two of these days may be used for personal days per year).

**Section 5.** If an employee has exhausted personal leave and cannot schedule a physician appointment outside of working hours, he/she may charge up to two (2) days of this time to sick leave. The employee may be required to provide a doctor's statement that no other appointment was available.

**Section 6.** Employees may accumulate unused sick leave up to a total of 240 days. In the first year of employment, sick leave days are to accrue and be credited on a monthly basis.

**Section 7.** The District agrees to furnish each employee in September a complete record of their accumulated sick leave.

**Section 8.** Attendance incentive: A) the district will pay the following to all employees who have worked the full school year:

<b><u>Absences</u></b>	<b><u>10 month</u></b>	<b><u>11 month</u></b>	<b><u>12 month employee</u></b>
1 absence	\$100.00	\$110.00	\$120.00
0 absences	\$150.00	\$165.00	\$180.00

B. Perfect attendance will be defined as no recorded absences from work for any reason other than vacation, school business, or bereavement during the employees regular work year.



C. One day awards will be based on the missing of any part of a day that will count as an absence as noted above.

Section 9. Employees may use up to five (5) days annually for serious illness in the immediate family. These days will be deducted from the employee's allotted sick days.

Section 10. Buy Out of Accumulated Sick Days

A Unit member who has not been a participant in the District's health insurance program for a period of seven or more consecutive years prior to their year of retirement and chooses not to participate in the health insurance program as a retiree, will receive a cash retirement incentive equal to \$12.00 per day of unused accumulated sick leave up to a maximum of 110 days. The retirement bonus will be calculated and paid at the conclusion of the year in which the eligible employee retires.

Section 11. Sick leave can be charged in one (1) hour increments.

## **ARTICLE XII**

### **PERSONAL BUSINESS LEAVE**

Section 1. All Level I employees are entitled to two (2) personal business days per school year. All unused personal leave days shall be added to accumulated sick leave at the end of each school year (June 30<sup>th</sup>).

Section 1a. Level II employees are entitled to use two (2) of their allotted sick days for personal business leave per school year as provided in Article XI, Section 4.

Section 2. A letter requesting permission for personal business leave is to be given to the Superintendent two (2) days in advance of the day or days desired, except in an emergency.

Section 3. The need for requesting such leave need not be stated in the letter. The employee recognizes the purpose of the personal leave day is to conduct essential business that he/she is unable to conduct on weekends, evenings or during vacation, holiday or recess periods. Personal days shall not be used for employment or personal gain outside the district.

Section 4. No days before or after holidays may be used for personal business leave.

Section 5. A third day may be granted at the discretion of the Superintendent upon written request by the employee with reason given for the request.

Section 6. Personal days may be taken in one half (1/2) hour increments.

### **ARTICLE XIII** **PARENTAL LEAVE**

**Section 1.** Parental Leave without pay shall be granted to employees for a period not to exceed two (2) years. Application for parental leave must be made in writing at least two (2) months prior to the inception of the leave. At the time leave is granted, the date of the resumption of duty will be mutually determined. The twelve (12) week annual leave under the Family Medical Leave Act (FMLA) will run concurrently with the parental leave.

**Section 2.** All employees on parental leave shall notify the District sixty (60) days prior to reporting back to work.

### **ARTICLE XIV** **FAMILY LEAVE/BEREAVEMENT**

**Section 1.** All employees will be permitted five (5) days absence in any school year, and will receive full pay during such absences for the death of an immediate family member. The following will be considered immediate family:

- Husband, wife, children, grandchildren, and members of the employee's household
- Father, mother, father-in-law, mother-in-law
- Sister, brother, sister-in-law, brother-in-law, niece, nephew
- Grandfather, grandmother, grandfather-in-law, grandmother-in-law
- A person whom the employee lived with for a period of time as part of the household and/or whom the employee looked to as a parent-in fact
- Aunt, uncle, step-father, step-mother, son-in-law, daughter-in-law, first cousin

Bereavement leave in the event of two major deaths in the same year is allowed. Where a serious illness or death occurs to a person in a close, family-like relationship to an employee eligible for family/bereavement leave, one of the aforementioned five available leave days may be used.

**Section 2.** After using the five (5) days, two (2) additional family/bereavement days will be granted for a death in the immediate family. The decision on denying or granting of such day is not subject to the grievance procedure of this agreement. The reason for such request shall be provided to the Superintendent.

**ARTICLE XV**  
**JURY DUTY**

When an employee serves jury duty, they will be paid at their regular rate of pay each day they are required to be away from their regular shift to serve. Proof of jury service will be provided to the employee's supervisor.

**ARTICLE XVI**  
**ASSOCIATION LEAVE**

The Board authorizes a total of six (6) days leave with pay annually to be used by the Galway CSD Unit of the Civil Service Employees Association for purposes of conducting business of the Association. The Association will advise the Superintendent at least one (1) week in advance of the intent to utilize any portion of the six (6) days ( hourly increments are permissible if necessary). The Board agrees to pay the salary of a duly appointed representative absent for such approval leave.

**ARTICLE XVII**  
**LIMITATIONS ON LEAVE**

No employee, either on a maternity leave or other type of leave, shall accept appointment by any other employer which would violate the purpose of the leave. To do so, except with the consent of the Board of Education of the Galway Central School District, shall cancel all rights of the employee which had been earned prior to the granting of such leave.

**ARTICLE XVIII**  
**VACATION**

Section 1. For Level IA employees, upon initial appointment, vacation time is accumulated at the rate of .833 working days per month.

Section 2. All IA employees will receive vacation with pay as follows: One (1) week after six (6) months of service; and one (1) additional week after six (6) additional months of service, to no more than a total of two (2) weeks after one (1) year of service. Three (3) weeks after (6) years of service and Four (4) weeks after eleven (11) years of service. The vacation period will be approved based on written request to the supervisor or superintendent with at least two (2) days prior notification. Approval of vacation requests will be based on seniority in department.

Section 3. Beginning July 1, 1972, a non-instructional employee may begin the accumulation of vacation credit to be used in the future for an extended vacation in excess of his annually scheduled vacation time, but not to exceed thirty (30) days previously earned. The employee must notify the Superintendent six (6) months in advance of their intent to take an extended vacation, and an agreement must be mutually reached as to the dates of this extended vacation. Cash settlements will not be made in lieu of extended vacation if the employee's plans are changed and they cannot take the extended vacation.

Section 4. Vacation credits are to be used prior to separation from service or prior to retirement. However, upon separation from service by layoff, retirement or death, an employee or their estate or beneficiary will be compensated in cash for vacation due them not in excess of thirty (30) days.

## **ARTICLE XIX**

### **DEDUCTIONS FOR ABSENCES**

Section 1. Deductions for unauthorized absence or absences beyond the number of days allotted under the latest negotiated contract will be made as follows:

A. Level IA Employees: The amount to be deducted for each day's absence will be 1/260 of the annual salary up to 10/260 during any one pay period.

B. Level IAA Employees: The amount to be deducted for each day's absence will be 1/200 of the annual salary up to 10/200 during any one pay period.

C. Level IB Employees: The amount to be deducted for each day's absence will be 1/193 of the annual salary up to 10/193 during any one pay period.

D. Level II Employees: The amount to be deducted for each day's absence will be 1/185 of the annual salary up to 10/185 during any one pay period.

Section 2. Employees will be charged with an absence only on those days upon which they would be expected to be present and working.

Section 3. When an employee is absent without authorization during an entire pay period, they will receive no pay. If an employee resigns or dies, their salary will terminate the day their resignation is effective, or the day they dies. If at the time of resignation or death an employee has worked part of a pay period, deductions will be made at the presiding rates.

Section 4. Any absences referred to in the above paragraph, not authorized by the Superintendent and/or Board, will be considered insubordination, for which appropriate action may be taken.

**ARTICLE XX**  
**MEDICAL EXAMINATIONS AND FLU SHOTS**

**Section 1. Medical Examinations**

All bus drivers are required to have a physical examination each year, within two (2) weeks prior to the beginning of school in September.

**Section 2.** All employees, except as noted above, are required to submit a bi-annual tuberculin skin test, although the Board recommends an annual skin test. Such report must be submitted to the Superintendent by October 1 of each even calendar year, if required.

**Section 3.** Before initial appointment, all employees will submit a current physical examination report, including a chest X-ray. Subsequent physical examination reports, except where specifically required, to be submitted as the Board may request.

**Section 4.** The District will allow time off as required to obtain mandated physical examination and/or test. The District will cover the cost of all examinations done by the School Physician.

**Section 5.** The physical examination, which is to be made by the school physician, or by a private physician with prior approval, shall be confidentially reported to the Superintendent, discussed with the employee if necessary and shall become part of the employee's personnel record.

**Section 6.** In case of an unsatisfactory health examination report, consultation as to the next steps to be taken shall be held between the Superintendent and the school physician. Recommendations arising from this consultation shall be made to the Board.

**ARTICLE XXI**  
**PROMOTIONS AND VACANCIES**

**Section 1.** Vacancies occurring in non-certified positions in the Galway Central School will be filled, as far as practicable, by promoting from among qualified employees of the Galway Central School, providing the employee or employees are in line for promotion as determined by the Board of Education.

**Section 2.** Notice of a vacancy will be posted for ten (10) days and an employee must apply for that promotion. Failure to do so will be considered to be a lack of interest in the promotion. The District will notify the unit president of any vacancies in the non-instructional unit that occur during July and August.

**Section 3.** In order to provide continuity and safety for students, bus routes will be offered and assigned to drivers based on seniority by the beginning of school of each year for the upcoming school year. Once assigned, the runs will be set for the entire year. Vacancies that occur during the year will be filled by new hires who will be assigned to the vacant runs. If a run with additional hours (senior driver) becomes available, the unit and management agree to review the impact on less senior drivers.

**Section 4.** Selection for vacancies will be based upon the relative qualifications, training and experience and quality of work performance. Selection from among employees possessing similar qualifications and work performance will be based on the length of permanent service in the employ of the Galway Central School.

## **ARTICLE XXII** **GRIEVANCES**

Every employee shall have the right to present grievances in accordance with Appendix "B" attached hereto.

## **ARTICLE XXIII** **BENEFITS OF GUARANTEE**

During the duration of this Agreement, the terms and conditions of employment of the non-instructional staff employed in this school district shall not be diminished or less than those in effect at the time the Agreement becomes effective, unless otherwise provided in this Agreement or unless contrary to law.

## **ARTICLE XXIV** **SENIORITY FOR BUS DRIVERS AND DOWN-TIME-ACTIVITY RUNS**

**Section 1.** Seniority shall govern the assigning of extra activity trips for bus drivers. Activity trips will be posted in the employee lounge at least forty-eight (48) hours before the scheduled trip. It is understood that certain trips, such as rescheduled games, cannot be posted that far in advance but will be posted as soon as they are scheduled. There may be a rare occasion when the posting will not be possible and Management will attempt to keep these situations to a minimum. Where activity trips do not interfere with regular daily runs, they will be assigned to all regular drivers in a rotating order from most senior to least senior driver. After the run is over, or if a driver declines, their name goes to the bottom of the list. A driver who declines (except because of sickness, death in the family or jury duty), three successive assignments will have their name dropped from the list.

**Section 2.** For all long trips (trips exceeding six (6) hours), the bus driver will be paid the first six (6) hours at their overtime rate (one and a half times the normal rate), the rest of the run will be paid at their regular rate. Any trip up to six (6) hours will be paid overtime rate.

**Section 3.** The District agrees to pay drivers straight time for breakdown/accident not caused by driver for all time in excess of 15 minutes.

**Section 4.** In the event that an extra activity trip is canceled and the District is unable to contact the driver assigned to that trip until the driver arrives at the bus garage, the driver shall be compensated for the trip two (2) hours pay at their regular hourly rate. The driver who loses an activity trip due to cancellation will have the first right of refusal on the next scheduled activity trip that has not yet been assigned.

## **ARTICLE XXV LONGEVITY SCHEDULE**

**Section 1.** When an employee completes five (5), ten (10), fifteen (15) and twenty (20), and twenty-five (25) years of service to the District, they will receive a one-time payment according to the following schedule.

5 years	\$ 800
10 years	\$1,300
15 years	\$1,800
20 years	\$2,300
25 years	\$2,800

Payment of the longevity check will be made on the next available payroll after the employee's longevity anniversary date in a separate check.

## **ARTICLE XXVI PERSONNEL TRAINING**

**Section 1.** All O&M employees will be permitted to attend one (1) workshop per year. The District shall pay reasonable expenses incurred by the staff member. All costs must be substantiated by receipts. Such funds for workshop attendance must have been included in the custodial budget.

**Section 2.** All incumbent bus drivers shall be provided with training pertaining to the Federally mandated Commercial Motor Vehicle Drivers' License. The District shall reimburse the cost of this training and CDL renewal after six (6) months successful service to the District in a separate check.

**Section 3.** The District shall provide training for any incumbent clerical employee who requires additional training in order to perform the duties of the position to which that employee is assigned (i.e., Word Processing, Computers, etc.)

## **ARTICLE XXVII LAYOFF AND RECALL**

For the employees covered by this agreement, staff reduction and recall to employment shall be by seniority within each job classification. Staff reduction begin with the least senior employee, and recall to employment shall begin with the most senior employee.

## **ARTICLE XXVIII UNIFORMS**

**Section 1.** The district will provide two options for uniforms to designated members of the Operations and Maintenance/Transportation Departments. The employees must let the OM&T Secretary know by July 1 of each year which option they choose. Failure to notify by July 1 will mean that option #1 will be selected for the employee. Uniforms are required to be worn during the school year and at any school functions worked. A \$50.00 allowance will be given toward shoes. Mechanics, Garage Helper, Groundskeeper and any staff member using mowers and riding equipment are required to wear steel-toed shoes for any task that necessitates the use of these shoes for safety purposes. However, when not performing a task that requires the use of these shoes, regular shoes/sneakers may be worn. District purchased shoes must be kept on-site and available at work for use if needed. The District will assume the cost for the uniforms presently being provided for the head mechanic, auto repairer and garage helper.

### **Option #1**

The existing uniform service may be chosen. Uniforms will be laundered at the district's expense if the employee chooses the laundry service. If the employee does not wish to utilize the laundry service he/she must notify the OM & T office of that fact.

### **Option #2**

An allowance of \$280.00 per year for the purchase of the following:

The allowance must be used to purchase five dark blue shirts with the Galway Logo and the staff member's name along with two dark blue sweatshirts also with logo and name on them. These will be ordered and purchased all at the same place of business and at the same time. Also five pairs of dark blue or black jeans purchase at place of employee's choice. Any monies left from purchase of jeans



can be used to purchase more jeans or used toward footwear expense. Prior to any payment/reimbursement, receipts must be submitted to the OM & T Supervisor. Only authorized purchases according to this agreement will be reimbursed by the District.

**Section 2.** The CSEA and the Galway Central School District agree to the following terms for payment of uniforms for cafeteria staff that work less than four (4) hours per day:

Effective July 1, 2003 all employees of the school cafeteria will be given an allowance of \$250 per school calendar year for shoes, pants and tops for work. Workers of less than four (4) hours must be employed for five (5) months (not including July and August) before the allowance becomes effective. Prior to any payment/reimbursement, receipts must be submitted to the Cafeteria Manager. Only authorized purchases according to this agreement will be reimbursed by the District.

## **ARTICLE XXIX**

### **DISCIPLINE AND/OR DISCHARGE**

**Section 1.** Whenever a unit member other than one covered by Section 75 of the New York State Civil Service Law, is disciplined and/or discharged, upon written request by the individual unit member to the Superintendent, the Superintendent shall provide a letter to the unit member with reasons for said discipline and/or discharge.

**Section 2.** After a determination by the Superintendent as to the appropriate action, the unit member shall have the opportunity to discuss the matter with the Board of Education.

**Section 3.** This Article shall not be subject to the grievance procedure or to binding arbitration provision of this Agreement. In no circumstances shall this Article be construed to provide any right or entitlement to a review beyond or in addition to the Board of Education.

## **ARTICLE XXX**

### **DURATION**

**Section 1.** The provisions of this Agreement shall not be given any retroactive effect and shall be effective as of July 1, 2005, unless otherwise provided and shall remain in full force and effect until June 30, 2009.

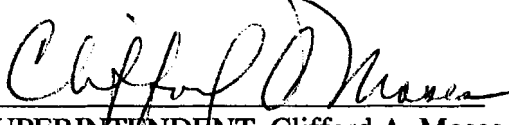
Section 2. This Agreement is the result of collective negotiations between the Board and the Association which have been conducted under the requirements and directives of the Public Employee's Fair Employment Act (Taylor Law). The provisions of this Agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreement of the Board and the Association. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control.

**ARTICLE XXXI**  
**LEGISLATIVE ACTION**

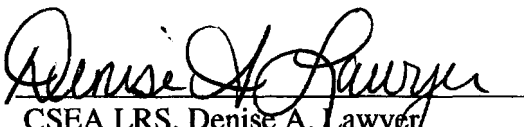
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR PROVIDING THE ADDITIONAL FUNDS, THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**FOR GALWAY CENTRAL SCHOOL DISTRICT:**

      8/8/05  
SUPERINTENDENT, Clifford A. Moses      DATE

**FOR GALWAY CSD UNIT OF CSEA, INC.:**

      8/8/05  
CSEA LRS, Denise A. Lawyer      DATE

      8/8/05  
UNIT PRESIDENT, Gordon Bezio      DATE

**APPENDIX A- 2005-06**

<u>JOB TITLE</u>	<u>STARTING SALARY RANGE</u>		<u>HOURLY RANGE</u>		<u>DAYS</u>	<u>HRS. /DAY</u>	<u>TOTAL HRS.</u>
ACCOUNT CLERK TYPIST	\$ 17,433	TO \$ 18,974	\$ 8.94	TO \$ 9.73	260	7.5	1950
ASSISTANT FOOD SERVICE HELPER	\$ 4,725	TO \$ 5,015	\$ 7.51	TO \$ 7.96	180	3.5	630
ASSISTANT GROUNDSKEEPER	\$ 16,411	TO \$ 17,410	\$ 7.89	TO \$ 8.37	260	8	2080
AUTO REPAIRER	\$ 21,320	TO \$ 25,584	\$ 10.25	TO \$ 12.30	260	8	2080
BUILDING MAINTENANCE MECHANIC	\$ 18,970	TO \$ 21,029	\$ 9.12	TO \$ 10.11	260	8	2080
BUILDING MAINTENANCE SUPERVISOR	\$ 27,664	TO \$ 29,723	\$ 13.30	TO \$ 14.29	260	8	2080
BUILDING MECHANIC HELPER	\$ 16,411	TO \$ 17,410	\$ 7.89	TO \$ 8.37	260	8	2080
BUS DRIVER			\$ 14.79	TO \$ 15.30	193	VARIES	VARIES
BUS MONITOR	\$ 6,462	TO \$ 6,921	\$ 7.18	TO \$ 7.69	180	5	900
CLEANER	\$ 18,117	TO \$ 19,718	\$ 8.71	TO \$ 9.48	260	8	2080
COOK	\$ 9,496	TO \$ 10,688	\$ 8.20	TO \$ 9.23	193	6	1158
CUSTODIAN	\$ 21,029	TO \$ 22,547	\$ 10.11	TO \$ 10.84	260	8	2080
FOOD SERVICE HELPER	\$ 5,798	TO \$ 6,145	\$ 7.51	TO \$ 7.96	193	4	772
GARAGE HELPER	\$ 16,390	TO \$ 17,410	\$ 7.88	TO \$ 8.37	260	8	2080
GROUNDSKEEPER	\$ 18,117	TO \$ 19,718	\$ 8.71	TO \$ 9.48	260	8	2080
HEAD CUSTODIAN	\$ 24,606	TO \$ 26,645	\$ 11.83	TO \$ 12.81	260	8	2080
INFORMATION PROCESSING SPEC. (11)	\$ 16,071	TO \$ 18,612	\$ 9.74	TO \$ 11.28	220	7.5	1650
INFORMATION PROCESSING SPEC. (12)	\$ 18,993	TO \$ 21,996	\$ 9.74	TO \$ 11.28	260	7.5	1950
NURSE (10 MONTH)	\$ 16,920	TO \$ 19,995	\$ 11.28	TO \$ 13.33	200	7.5	1500
NURSE (11 MONTH)	\$ 18,612	TO \$ 21,995	\$ 11.28	TO \$ 13.33	220	7.5	1650
PRINCIPAL TYPIST (12 MONTH)	\$ 22,971	TO \$ 27,846	\$ 11.78	TO \$ 14.28	260	7.5	1950
SECRETARY/SR. TYPIST (11 MONTH)	\$ 18,612	TO \$ 22,737	\$ 11.28	TO \$ 13.78	220	7.5	1650
SECRETARY/SR. TYPIST (12 MONTH)	\$ 21,996	TO \$ 26,871	\$ 11.28	TO \$ 13.78	260	7.5	1950
SENIOR ACCOUNT CLERK TYPIST (11)	\$ 17,721	TO \$ 21,450	\$ 10.74	TO \$ 13.00	220	7.5	1650
SENIOR ACCOUNT CLERK TYPIST (12)	\$ 20,943	TO \$ 25,350	\$ 10.74	TO \$ 13.00	260	7.5	1950
SENIOR AUTO MECHANIC	\$ 24,523	TO \$ 27,726	\$ 11.79	TO \$ 13.33	260	8	2080
STENOGRAPHER (SUNSET POSITION)					260	7.5	1950
TEACHER AIDE			\$ 7.18	TO \$ 7.69	185	VARIES	VARIES
TYPIST (11 MONTH)	\$ 16,880	TO \$ 20,180	\$ 10.23	TO \$ 12.23	220	7.5	1650
TYPIST (12 MONTH)	\$ 19,949	TO \$ 23,849	\$ 10.23	TO \$ 12.23	260	7.5	1950

<u>JOB TITLE</u>	<u>STARTING SALARY RANGE</u>	<u>HOURLY RANGE</u>	<u>DAYS</u>	<u>HRS. /DAY</u>	<u>TOTAL HRS.</u>
ACCOUNT CLERK TYPIST	\$ 17,869 TO \$ 19,448	\$ 9.16 TO \$ 9.97	260	7.5	1950
ASSISTANT FOOD SERVICE HELPER	\$ 4,850 TO \$ 5,140	\$ 7.70 TO \$ 8.16	180	3.5	630
ASSISTANT GROUNDSKEEPER	\$ 16,821 TO \$ 17,845	\$ 8.09 TO \$ 8.58	260	8	2080
AUTO REPAIRER	\$ 21,853 TO \$ 26,224	\$ 10.51 TO \$ 12.61	260	8	2080
BUILDING MAINTENANCE MECHANIC	\$ 19,444 TO \$ 21,555	\$ 9.35 TO \$ 10.36	260	8	2080
BUILDING MAINTENANCE SUPERVISOR	\$ 28,356 TO \$ 30,466	\$ 13.63 TO \$ 14.65	260	8	2080
BUILDING MECHANIC HELPER	\$ 16,821 TO \$ 17,845	\$ 8.09 TO \$ 8.58	260	8	2080
BUS DRIVER		\$ 15.09 TO \$ 15.61	193	VARIES	VARIES
BUS MONITOR	\$ 6,624 TO \$ 7,094	\$ 7.36 TO \$ 7.88	180	5	900
CLEANER	\$ 18,570 TO \$ 20,211	\$ 8.93 TO \$ 9.72	260	8	2080
COOK	\$ 9,733 TO \$ 10,956	\$ 8.41 TO \$ 9.46	193	6	1158
CUSTODIAN	\$ 21,555 TO \$ 23,111	\$ 10.36 TO \$ 11.11	260	8	2080
FOOD SERVICE HELPER	\$ 5,943 TO \$ 6,299	\$ 7.70 TO \$ 8.16	193	4	772
GARAGE HELPER	\$ 16,800 TO \$ 17,845	\$ 8.08 TO \$ 8.58	260	8	2080
GROUNDSKEEPER	\$ 18,570 TO \$ 20,211	\$ 8.93 TO \$ 9.72	260	8	2080
HEAD CUSTODIAN	\$ 25,222 TO \$ 27,311	\$ 12.13 TO \$ 13.13	260	8	2080
INFORMATION PROCESSING SPEC. (11)	\$ 16,473 TO \$ 19,077	\$ 9.98 TO \$ 11.56	220	7.5	1650
INFORMATION PROCESSING SPEC. (12)	\$ 19,468 TO \$ 22,546	\$ 9.98 TO \$ 11.56	260	7.5	1950
NURSE (10 MONTH)	\$ 17,343 TO \$ 20,495	\$ 11.56 TO \$ 13.66	200	7.5	1500
NURSE (11 MONTH)	\$ 19,077 TO \$ 22,544	\$ 11.56 TO \$ 13.66	220	7.5	1650
PRINCIPAL TYPIST (12 MONTH)	\$ 23,537 TO \$ 28,548	\$ 12.07 TO \$ 14.64	260	7.5	1950
SECRETARY/SR. TYPIST (11 MONTH)	\$ 19,074 TO \$ 23,298	\$ 11.56 TO \$ 14.12	220	7.5	1650
SECRETARY/SR. TYPIST (12 MONTH)	\$ 22,542 TO \$ 27,534	\$ 11.56 TO \$ 14.12	260	7.5	1950
SENIOR ACCOUNT CLERK TYPIST (11)	\$ 18,167 TO \$ 21,995	\$ 11.01 TO \$ 13.33	220	7.5	1650
SENIOR ACCOUNT CLERK TYPIST (12)	\$ 21,467 TO \$ 25,984	\$ 11.01 TO \$ 13.33	260	7.5	1950
SENIOR AUTO MECHANIC	\$ 25,136 TO \$ 28,420	\$ 12.08 TO \$ 13.66	260	8	2080
STENOGRAPHER (SUNSET POSITION)			260	7.5	1950
TEACHER AIDE		\$ 7.36 TO \$ 7.88	185	VARIES	VARIES
TYPIST (11 MONTH)	\$ 17,309 TO \$ 20,691	\$ 10.49 TO \$ 12.54	220	7.5	1650
TYPIST (12 MONTH)	\$ 20,456 TO \$ 24,453	\$ 10.49 TO \$ 12.54	260	7.5	1950

						HRS.	TOTAL
<u>JOB TITLE</u>	<u>STARTING SALARY RANGE</u>		<u>HOURLY RANGE</u>		<u>DAYS</u>	<u>/DAY</u>	<u>HRS.</u>
ACCOUNT CLERK TYPIST	\$ 18,316	TO \$ 19,934	\$ 9.39	TO \$ 10.22	260	7.5	1950
ASSISTANT FOOD SERVICE HELPER	\$ 4,971	TO \$ 5,269	\$ 7.89	TO \$ 8.36	180	3.5	630
ASSISTANT GROUNDSKEEPER	\$ 17,242	TO \$ 18,291	\$ 8.29	TO \$ 8.79	260	8	2080
AUTO REPAIRER	\$ 22,399	TO \$ 26,894	\$ 10.77	TO \$ 12.93	260	8	2080
BUILDING MAINTENANCE MECHANIC	\$ 19,930	TO \$ 22,093	\$ 9.58	TO \$ 10.62	260	8	2080
BUILDING MAINTENANCE SUPERVISOR	\$ 29,064	TO \$ 31,242	\$ 13.97	TO \$ 15.02	260	8	2080
BUILDING MECHANIC HELPER	\$ 17,242	TO \$ 18,291	\$ 8.29	TO \$ 8.79	260	8	2080
BUS DRIVER			\$ 15.39	TO \$ 15.92	193	VARIES	VARIES
BUS MONITOR	\$ 6,789	TO \$ 7,271	\$ 7.54	TO \$ 8.08	180	5	900
CLEANER	\$ 19,034	TO \$ 20,717	\$ 9.15	TO \$ 9.96	260	8	2080
COOK	\$ 9,976	TO \$ 11,229	\$ 8.62	TO \$ 9.70	193	6	1158
CUSTODIAN	\$ 22,093	TO \$ 23,689	\$ 10.62	TO \$ 11.39	260	8	2080
FOOD SERVICE HELPER	\$ 6,091	TO \$ 6,456	\$ 7.89	TO \$ 8.36	193	4	772
GARAGE HELPER	\$ 17,220	TO \$ 18,291	\$ 8.28	TO \$ 8.79	260	8	2080
GROUNDSKEEPER	\$ 19,034	TO \$ 20,717	\$ 9.15	TO \$ 9.96	260	8	2080
HEAD CUSTODIAN	\$ 25,852	TO \$ 27,994	\$ 12.43	TO \$ 13.46	260	8	2080
INFORMATION PROCESSING SPEC. (11)	\$ 16,885	TO \$ 19,554	\$ 10.23	TO \$ 11.85	220	7.5	1650
INFORMATION PROCESSING SPEC. (12)	\$ 19,955	TO \$ 23,110	\$ 10.23	TO \$ 11.85	260	7.5	1950
NURSE (10 MONTH)	\$ 17,777	TO \$ 21,007	\$ 11.85	TO \$ 14.00	200	7.5	1500
NURSE (11 MONTH)	\$ 19,554	TO \$ 23,108	\$ 11.85	TO \$ 14.00	220	7.5	1650
PRINCIPAL TYPIST (12 MONTH)	\$ 24,122	TO \$ 29,250	\$ 12.37	TO \$ 15.00	260	7.5	1950
SECRETARY/SR. TYPIST (11 MONTH)	\$ 19,553	TO \$ 23,876	\$ 11.85	TO \$ 14.47	220	7.5	1650
SECRETARY/SR. TYPIST (12 MONTH)	\$ 23,108	TO \$ 28,217	\$ 11.85	TO \$ 14.47	260	7.5	1950
SENIOR ACCOUNT CLERK TYPIST (11)	\$ 18,612	TO \$ 22,539	\$ 11.28	TO \$ 13.66	220	7.5	1650
SENIOR ACCOUNT CLERK TYPIST (12)	\$ 22,003	TO \$ 26,633	\$ 11.28	TO \$ 13.66	260	7.5	1950
SENIOR AUTO MECHANIC	\$ 25,750	TO \$ 29,130	\$ 12.38	TO \$ 14.00	260	8	2080
STENOGRAPHER (SUNSET POSITION)							
TEACHER AIDE			\$ 7.54	TO \$ 8.08	185	VARIES	VARIES
TYPIST (11MONTH)	\$ 17,738	TO \$ 21,203	\$ 10.75	TO \$ 12.85	220	7.5	1650
TYPIST (12MONTH)	\$ 20,963	TO \$ 25,058	\$ 10.75	TO \$ 12.85	260	7.5	1950

**APPENDIX A- 2008-09**

<u>JOB TITLE</u>	<u>STARTING SALARY RANGE</u>	<u>HOURLY RANGE</u>	<u>DAYS</u>	<u>HRS. /DAY</u>	<u>TOTAL HRS.</u>
ACCOUNT CLERK TYPIST	\$ 18,759 TO \$ 20,432	\$ 9.62 TO \$ 10.48	260	7.5	1950
ASSISTANT FOOD SERVICE HELPER	\$ 5,095 TO \$ 5,400	\$ 8.09 TO \$ 8.57	180	3.5	630
ASSISTANT GROUNDSKEEPER	\$ 17,673 TO \$ 18,748	\$ 8.50 TO \$ 9.01	260	8	2080
AUTO REPAIRER	\$ 22,959 TO \$ 27,567	\$ 11.04 TO \$ 13.25	260	8	2080
BUILDING MAINTENANCE MECHANIC	\$ 20,428 TO \$ 22,646	\$ 9.82 TO \$ 10.89	260	8	2080
BUILDING MAINTENANCE SUPERVISOR	\$ 29,791 TO \$ 32,023	\$ 14.32 TO \$ 15.40	260	8	2080
BUILDING MECHANIC HELPER	\$ 17,673 TO \$ 18,748	\$ 8.50 TO \$ 9.01	260	8	2080
BUS DRIVER		\$ 15.70 TO \$ 16.24	193	VARIES	VARIES
BUS MONITOR	\$ 6,959 TO \$ 7,453	\$ 7.73 TO \$ 8.28	180	5	900
CLEANER	\$ 19,510 TO \$ 21,235	\$ 9.38 TO \$ 10.21	260	8	2080
COOK	\$ 10,237 TO \$ 11,510	\$ 8.84 TO \$ 9.94	193	6	1158
CUSTODIAN	\$ 22,646 TO \$ 24,281	\$ 10.89 TO \$ 11.67	260	8	2080
FOOD SERVICE HELPER	\$ 6,244 TO \$ 6,618	\$ 8.09 TO \$ 8.57	193	4	772
GARAGE HELPER	\$ 17,651 TO \$ 18,748	\$ 8.49 TO \$ 9.01	260	8	2080
GROUNDSKEEPER	\$ 19,510 TO \$ 21,235	\$ 9.38 TO \$ 10.21	260	8	2080
HEAD CUSTODIAN	\$ 26,498 TO \$ 28,704	\$ 12.74 TO \$ 13.80	260	8	2080
INFORMATION PROCESSING SPEC. (11)	\$ 17,307 TO \$ 20,043	\$ 10.49 TO \$ 12.15	220	7.5	1650
INFORMATION PROCESSING SPEC. (12)	\$ 20,453 TO \$ 23,687	\$ 10.49 TO \$ 12.15	260	7.5	1950
NURSE (10 MONTH)	\$ 18,221 TO \$ 21,532	\$ 12.15 TO \$ 14.35	200	7.5	1500
NURSE (11 MONTH)	\$ 20,043 TO \$ 23,686	\$ 12.15 TO \$ 14.35	220	7.5	1650
PRINCIPAL TYPIST (12 MONTH)	\$ 24,726 TO \$ 29,991	\$ 12.68 TO \$ 15.38	260	7.5	1950
SECRETARY ACCOUNT CLERK TYPIST (11)	\$ 19,091 TO \$ 23,100	\$ 11.57 TO \$ 14.00	220	7.5	1650
SECRETARY/SR. TYPIST (11 MONTH)	\$ 20,229 TO \$ 24,717	\$ 12.26 TO \$ 14.98	220	7.5	1650
SECRETARY/SR. TYPIST (12 MONTH)	\$ 23,907 TO \$ 29,211	\$ 12.26 TO \$ 14.98	260	7.5	1950
SENIOR ACCOUNT CLERK TYPIST (12)	\$ 22,553 TO \$ 27,299	\$ 11.57 TO \$ 14.00	260	7.5	1950
SENIOR AUTO MECHANIC	\$ 26,394 TO \$ 29,858	\$ 12.69 TO \$ 14.35	260	8	2080
STENOGRAPHER (SUNSET POSITION)			260	7.5	1950
TEACHER AIDE		\$ 7.73 TO \$ 8.28	185	VARIES	VARIES
TYPIST (11 MONTH)	\$ 18,183 TO \$ 21,731	\$ 11.02 TO \$ 13.17	220	7.5	1650
TYPIST (12 MONTH)	\$ 21,489 TO \$ 25,682	\$ 11.02 TO \$ 13.17	260	7.5	1950

## **APPENDIX "B"**

### **GRIEVANCE PROCEDURE**

#### **Section A. PURPOSE**

It is the policy of the School District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements, at any stage, shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

#### **Section B. DEFINITIONS**

1. A "Grievance" shall be limited to any alleged violation of this Agreement or any dispute with respect to its meaning, interpretation or application. A grievance shall not include staffing decisions not in conflict with this Agreement or not covered by the Civil Service Law.
2. An "Employee" is any non-teaching employee in the unit covered by this Agreement.
3. An "Aggrieved Party" is the employee, group of employees, or the Association who submit a grievance or on whose behalf it is submitted.
4. A "Grievance Committee" shall mean a committee of the Association.
5. An "Arbitrator" shall mean a member of the American Arbitration Association.
6. "Days" shall mean days when school is in session, except between June 30 and September 1 when it shall mean calendar days.
7. Superintendent shall mean the Superintendent of Schools.

#### **Section C. SUBMISSION OF GRIEVANCES**

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
2. Each grievance shall be submitted in writing on a form approved by the District and the Association, and shall specify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.



3. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

4. An employee has the right to proceed through the grievance procedure up to Stage III. If a grievance is denied by the District at Stage III, the employee can only proceed to arbitration through the approval of legal assistance by CSEA, Inc.

5. The District of the Association may request a wavier of time frames in the grievance procedure if mutually agreed upon by the parties in writing.

#### Section D. GRIEVANCE PROCEDURE

##### STAGE I

Within thirty (30) days after the aggrieved party knew or should have know of the events or conditions on which the grievance is based, and after an informal meeting with the direct supervisor involved, an employee shall submit a written grievance to the immediate supervisor. The immediate supervisor shall have ten (10) days to respond to such grievance in writing. If no decision is received after ten (10) days, the employee has the right to forward the grievance to Stage II of the grievance procedure.

##### STAGE II

The Superintendent or his/her designated representative shall meet with the aggrieved parties and the CSEA representative within ten (10) days of receipt of said grievance. Within five (5) days after the meeting, the Superintendent shall issue his/her decision in writing to the grievant(s) and the CSEA unit president. Class action grievances may proceed directly to Stage II of the Procedure.

##### STAGE III

In the event the grievant is not satisfied with the decision of the Superintendent , the grievant shall appeal the grievance in writing to the Board of Education within fifteen (15) days from receipt of the Stage II decision. The Board of Education shall have fifteen (15) days from receipt to conduct a hearing and five (5) days to provide a written decision to the grievant, the CSEA Unit President, and the immediate supervisor.

##### STAGE IV

A. If the grievant is not satisfied with the Stage III decision, the grievant must request a review by the CSEA Unit Grievance Committee and the Unit President within ten (10) days of receipt of the Stage III decision.

B. If the grievance is found to be meritorious, the Unit President must send all background information to the CSEA Region IV Labor Relations Specialist requesting that the grievance be submitted to arbitration.

# Benefit Comparison for Galway CSD CSEA Employees

BENEFIT	Empire Deluxe PPO		MATRIX	MVP HMO IN-NETWORK ONLY	CDPHP HMO IN-NETWORK ONLY
	IN-NETWORK	OUT-OF-NETWORK <sup>A</sup>			
<b>Dependent Children</b>	To age 23, full-time students to age 25/ECY	To age 23, full-time students to age 25/ECY	To age 19, full-time students to age 25/EOM	To age 19, full-time students to age 25	To age 19, full-time students to age 25
<b>Lifetime Maximum</b>	Unlimited	\$1,000,000	Unlimited for hospital and med/surg, \$1,000,000 for extended medical	Unlimited	Unlimited
<b>COST SHARING</b>					
Deductible	Not Applicable	\$200/\$500 individual/family	\$50/\$150 Individual/Family	N/A	N/A
Coinsurance	Not Applicable	20%	20% of UCR	N/A	N/A
Coinsurance Stop-Loss	Not Applicable	\$5,000/12,500 (\$1,000/\$2,500 out-of-pocket) Individual/Family	\$25,000 (\$6,250 out-of-pocket) Individual/ Family (Lifetime)	N/A	N/A
<b>Hospital Benefits</b>					
<b>Inpatient</b> (Except Mental Health)	Unlimited days*	Unlimited days subject to deductible and coinsurance*	365 days per confinement*	Covered in full	Covered in full
<b>Mental Health</b>	Covered in full up to 45 days per calendar year**	Covered in-network only	120 days Acute Care General Hospital	Covered in full, 30 day annual limit	Subject to 20% coinsurance, 30 day annual limit
<b>Alcohol/Substance Abuse</b>	Up to 7 days detox and 30 days rehab**	Covered in-network only	Up to 7 days detox,	Up to 7 days detox	Up to 7 days detox
<b>Outpatient</b> Ambulatory surgery, surgery, pre-surgical testing, diagnostic testing, chemotherapy & radiation therapy, mammography & cervical cancer screening	Covered In full See * for ambulatory surgery and surgery	Deductible and Coinsurance, See * for ambulatory surgery and surgery	Covered in full	Outpatient Surgery \$15. Therapeutic Services – (chemo/radiation) - \$15. Outpatient Lab/Xray – No Charge.	\$15 copay
<b>Emergency Room/Facility</b> (Initial visit) Accidental injury or sudden & serious medical condition	\$35 copay (waived if admitted within 24 hours)	\$35 copay (waived if admitted within 24 hours)	Within 72 hours - injury or illness covered in full	\$50 copay (waived if admitted within 24 hours)	\$50 copay (waived if admitted within 24 hours)

# Benefit Comparison for Galway CSD CSEA Employees

BENEFIT	Empire Deluxe PPO			CSEA Employees	
	IN-NETWORK	OUT-OF-NETWORK <sup>A</sup>	MATRIX	MVP HMO	CDPHP HMO
Other Facility Benefits					
Alcohol/Substance Abuse	Up to 60 outpatient visits which include 20 family counseling visits per calendar year, covered in full**	Up to 60 outpatient visits which include 20 family counseling visits per calendar year, subject to deductible and coinsurance**	Covered in full: 60 outpatient visits which include 20 family counseling visits per calendar year	Up to 60 outpatient visits which include 20 family counseling visits per calendar year \$15 copay per visit	Up to 60 outpatient visits which include 20 family counseling visits per calendar year, \$15 copay per visit
Home Health Care	200 visits per calendar year paid in full*	200 visits per calendar year subject to coinsurance*	40 visits per calendar year paid in full	\$15 copay	\$15 copay
Medical Benefits					
Home/Office Visits	\$15 copay	Deductible and Coinsurance	Deductible & Coinsurance	\$15 copay	\$15 copay
Annual Physical Exam	\$15 copay	Covered In-Network Only	Not covered	\$15 copay	Covered in full
Well Child Care	\$0 copay	Deductible and Coinsurance	Matrix, see "B"	\$0 copay	\$0 copay
Up to age 19, including necessary immunizations					
Well Woman Care	\$15 copay	Deductible and Coinsurance	Matrix, see "B"	\$15 copay	\$15 copay
Inpatient Visits	\$0 copay	Deductible and Coinsurance	Matrix, see "B"	\$0 copay	\$0 copay
Diagnostic Screening & Mammography	\$0 copay	Deductible and Coinsurance	Matrix, see "B"	\$15 copay office visit only. Outpatient paid in full.	\$0 copay
Maternity	\$0 copay	Deductible and Coinsurance	Matrix, see "B"	\$15 for initial diagnosis, then covered in full	\$15 for initial diagnosis, then covered in full
Surgery	\$0 copay	Deductible and Coinsurance	Matrix, see "B"	\$0 copay	\$0 copay
Surgical Assistant	\$0 copay	Deductible and Coinsurance	Matrix, see "A"	\$0 copay	\$0 copay
Anesthesiology	\$0 copay	Deductible and Coinsurance	Matrix, see "A"	\$0 copay	\$0 copay
Lab & X-Ray	\$0 copay	Deductible and Coinsurance	Matrix, see "A"	\$15 copay	Covered in full at participating sites or \$15 copay
MRI	\$0 copay	Deductible and Coinsurance	Matrix, see "A"	\$15 copay	\$15 copay

**Benefit Comparison for Galway CSD  
CSEA Employees**

<b>BENEFIT</b>	<b>Empire Deluxe PPO</b>		<b>MATRIX</b>	<b>MVP HMO</b>	<b>CDPHP HMO</b>
	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK<sup>A</sup></b>		<b>IN-NETWORK ONLY</b>	<b>IN-NETWORK ONLY</b>
<b>Mental Health</b> Outpatient visits	Up to 40 outpatient visits, in office or facility, \$25 copay per visit**	Covered in-network only.	60 visits at 80% up to U&C schedule	Up to 20 visits per year  Visit 1 - \$15 copay Visits 2-5 \$25-/visit Visits 6-20 50% or \$45/visit	Up to 20 visits per year  Visit 1 -4 \$15 copay Visits 5-20 \$35-/visit Visits 6-20 50% or \$40/visit
Inpatient visits	Covered in full up to 45 inpatient visits per calendar year**	Covered in network only.	120 days per calendar year Matrix, see "A"	Covered in full, 30 day annual limit	Subject to 20% coinsurance, 30 day annual limit
<b>Allergy Treatments</b>	\$0 copay	Deductible and Coinsurance	Subject to deductible and coinsurance	\$0 copay	\$0 copay
<b>Allergy Testing</b>	\$15 copay	Deductible and Coinsurance	Matrix, see "A"	\$15 copay	\$15 copay
<b>Second Surgical Opinion</b>	\$15 copay (waived if arranged with medical management)	Deductible and Coinsurance	Matrix, see "A"	\$15 copay	\$15 copay
<b>Physical Therapy</b>	30 visits as an inpatient and 30 visits combined in home, office or outpatient facility, \$0 copay in facility, \$15 copay home or office*	Covered in-network only	Matrix, see "A"	\$15 copay, 2 month maximum	\$15 copay, 120 day limit per condition
<b>Cardiac Rehabilitation</b>	\$15 copay*	Deductible and coinsurance	Covered in full	\$15 copay	\$15 copay
<b>Durable Medical Equipment, Prosthetics &amp; Orthotics</b>	\$0 copay*	Covered in-network only	100% of Usual and Customary when Preferred Participating Provider is used. Otherwise subject to deductible and coinsurance	Subject to 20% coinsurance	Subject to 20% coinsurance

**Benefit Comparison for Galway CSD  
CSEA Employees**

<b>BENEFIT</b>	<b>Empire Deluxe PPO</b>		<b>MATRIX</b>	<b>MVP HMO</b>	<b>CDPHP HMO</b>
	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK<sup>A</sup></b>			
<b>Ambulance</b>	\$0 copay professional only	\$0 copay professional only	Coverage for professional ambulance under 200 miles paid in full. Volunteer \$25.00/trip	Covered in full	\$50 copay
<b>Chiropractic Care</b>	Unlimited visits, \$15 copay	Unlimited visits subject to deductible and coinsurance	Subject to deductible & coinsurance	\$15 copay, must be referred by Primary Care Physician	\$15 copay, must be referred by Primary Care Physician
<b>Prescription Drugs</b>	\$10 Generic/\$20 Brand/\$30 Non-formulary, Oral Contraceptive covered	Covered In-Network Only	\$10 copay for Generic and Brand name drugs, \$10 copay for mail order	\$10 Generic/\$15 Brand/\$40 Non-formulary, Oral Contraceptive covered	\$10Generic/\$25 Brand/\$40 Non-formulary, Oral Contraceptive covered
<b>Routine Vision Care</b> Through a special network of providers	\$5 copay for 1 exam every 24 months, \$10 copay for frames, \$35 allowance for non-plan eyewear purchase	Covered In-Network Only	Stand alone vision plan, paid according to schedule of benefits.	\$15 copay for 1 exam every 24 month at participating provider	\$15 copay for 1 exam every 24 month at participating provider

A. Subject to balance billing over allowed amount.

B. Benefit paid in full to Matrix provider. Non-Matrix provider may balance bill.

\* Precertification by our medical management program required.

\*\* Our behavioral health care management program must pre-approve all Mental Health and Alcohol/Substance Abuse services.

**NOTE:** This is a benefit summary for general comparison purposes only and is subject to the terms, conditions, limitations and exclusions set forth in the contracts of each carrier. Failure to comply with utilization management or behavioral health care management program requirements could result in benefit reductions.

Matrix is not available to employees hired after 6/30/2004